

## AMENDMENT TO SETTLEMENT AND RELEASE AGREEMENT

This Amendment is entered into by Defendants RPhLink, LLC, RxLink, LLC, and Jude P. Jean-Pierre (collectively “RPhLink”) and Plaintiff Nicole Miller (“Miller”). Employee and RPhLink will be referred to hereinafter as collectively as the “Parties” or interchangeably as a “Party.”

WHEREAS, the Parties filed a Joint Motion for Court Approval of Settlement with their Settlement Agreement (“Agreement”) in *Miller v. RPhLink, LLC, et al.*, E.D. Wis. Case No 21-cv-551 on September 2, 2021, which was subsequently approved by the Court on September 3, 2021.

WHEREAS, RPhLink has failed to make payments as set forth by the Agreement;

WHEREAS, the Parties have agreed to amend their Agreement to provide RPhLink with additional time to make payments contemplated in the Agreement;

WHEREAS, the Parties agree that Miller shall not waive, relinquish, or otherwise forfeit her rights under the Agreement by entering this Amendment except as explicitly stated herein;

NOW, THEREFORE, in consideration of the foregoing, the Parties agree to the following Amendment to the Agreement:

1. **RECITALS** – The Parties acknowledge that the foregoing recitals are true and correct and explicitly incorporate them into this Agreement.
2. **REPLACEMENT OF PARAGRAPH 2 OF THE AGREEMENT** – The Parties hereby agree that Paragraph 2 of the Agreement which reads as follows:

**2. PAYMENTS DUE TO MILLER AND MILLER’ COUNSEL.** In consideration of the representations and undertakings in this Agreement, RPhLink agrees to pay the total sum of \$13,000.00 according to the timeframes and allocations as set forth in the following table:

PAYABLE TO:	PAYMENT 1: ON OR BEFORE SEPTEMBER 27, 2021	PAYMENT 2: ON OR BEFORE OCTOBER 27, 2021	PAYMENT 3: ON OR BEFORE NOVEMBER 26, 2021
Nicole Miller	\$2,500.00	\$2,000.00	\$2,000.00
Hawks Quindel, S.C.	\$2,500.00	\$2,000.00	\$2,000.00
<b>SUB-TOTALS</b>	<b>\$5,000.00</b>	<b>\$4,000.00</b>	<b>\$4,000.00</b>
		<b>TOTAL PAYMENTS</b>	<b>\$13,000.00</b>

All payments shall be made with no withholdings and reported on an IRS 1099 Form to the recipient as required by law.

All payments as set forth in the above table shall be remitted to Hawks Quindel, S.C., Attn: Attorney Timothy P. Maynard at P.O. Box 442, Milwaukee, WI 53201-0442. Hawks Quindel, S.C. shall provide a completed IRS W-9 Form to RPhLink's counsel to facilitate RPhLink's compliance with the tax requirements of all payments made to Hawks Quindel, S.C.

shall be deemed excised from the Agreement and replaced with the following paragraph:

**2. PAYMENTS DUE TO MILLER AND MILLER' COUNSEL.** In consideration of the representations and undertakings in this Agreement, RPhLink agrees to pay the total sum of \$13,500.00 according to the timeframes and allocations as set forth in the following table:

<b>PAYABLE TO:</b>	<b>Nicole Miller</b>	<b>Hawks Quindel, S.C.</b>	<b>SUB-TOTALS</b>
PAYMENT 1: ON OR BEFORE 9/27/2021	\$1,000.00	\$1,000.00	\$2,000.00
PAYMENT 2: ON OR BEFORE 10/27/2021	\$1,000.00	\$1,000.00	\$2,000.00
PAYMENT 3: ON OR BEFORE 11/27/2021	\$1,000.00	\$1,000.00	\$2,000.00
PAYMENT 4: ON OR BEFORE 12/27/2021	\$1,000.00	\$1,000.00	\$2,000.00
PAYMENT 5: ON OR BEFORE 1/27/2022	\$1,000.00	\$1,000.00	\$2,000.00
PAYMENT 6: ON OR BEFORE 2/27/2022	\$1,000.00	\$1,000.00	\$2,000.00
PAYMENT 7: ON OR BEFORE 3/27/2022	\$500.00	\$1,000.00	\$1,500.00
<b>TOTAL PAYMENTS</b>			<b>\$13,500.00</b>

All payments shall be made with no withholdings and reported on an IRS 1099 Form to the recipient as required by law.

All payments as set forth in the above table shall be remitted to Hawks Quindel, S.C., Attn: Attorney Timothy P. Maynard at P.O. Box 442, Milwaukee, WI 53201-0442. Hawks Quindel, S.C. shall provide a completed IRS W-9 Form to RPhLink's counsel to facilitate RPhLink's compliance with the tax requirements of all payments made to Hawks Quindel, S.C.

3. **REPLACEMENT OF PARAGRAPH 3 OF THE AGREEMENT** – The Parties hereby agree that Paragraph 3 of the Agreement which reads as follows:

**3. BREACH AND OPPORTUNITY TO CURE.** Nothing in this Agreement shall be construed as a waiver of the Parties' rights to pursue legal recourse for a breach of this Agreement. The Parties agree that in the event the other Party breaches this Agreement, the breaching Party will indemnify and hold the non-breaching Party harmless for any costs, damages and expenses, including reasonable attorneys' fees, arising out of the breach of this Agreement by that Party, or arising out of any suit or claim to enforce this Agreement. If RPhLink breaches the payment provisions as set forth in paragraph 2 above, RPhLink will have opportunity to cure within 5 business days of the breach by making the payments as set forth in the table above. However, RPhLink's failure to cure a breach within 5 business days of that breach shall result in an automatic conversion to judgment against RPhLink in the amount of \$31,500.00, less all settlement amounts paid up to the date of the

breach. Judgment shall be entered in the form of an Entry of Judgment substantially similar to Exhibit A to this Agreement. Should a default on RPhLink's part cause Miller to incur additional attorneys' fees and/or costs to collect the remaining amount due under this Agreement, Miller shall be entitled to collect her reasonable attorneys' fees and costs incurred in connection with such in collection efforts from RPhLink. The Court shall retain jurisdiction over this matter for this sole purpose. The Parties agree that the payments contemplated herein cannot be discharged in bankruptcy or similar insolvency proceedings. Further, RPhLink affirmatively states that RPhLink does not currently anticipate filing for bankruptcy or any similar insolvency proceeding and has not retained counsel to file for or obtain advice regarding potentially filing for such a proceeding.

shall be deemed excised from the Settlement Agreement and replaced with the following paragraph:

**3. BREACH AND OPPORTUNITY TO CURE.** Nothing in this Agreement shall be construed as a waiver of the Parties' rights to pursue legal recourse for a breach of this Agreement. The Parties agree that in the event the other Party breaches this Agreement, the breaching Party will indemnify and hold the non-breaching Party harmless for any costs, damages and expenses, including reasonable attorneys' fees, arising out of the breach of this Agreement by that Party, or arising out of any suit or claim to enforce this Agreement. If RPhLink breaches the payment provisions as set forth in paragraph 2 above, RPhLink will have opportunity to cure within 5 business days of the breach by making the payments as set forth in the table above. However, RPhLink's failure to cure a breach within 5 business days of that breach shall result in an automatic conversion to judgment against

RPhLink in the amount of \$32,000.00, less all settlement amounts paid up to the date of the breach. Judgment shall be entered in the form of an Entry of Judgment substantially similar to Exhibit A to the Agreement (ECF No. 19-2). Should a default on RPhLink's part cause Miller to incur additional attorneys' fees and/or costs to collect the remaining amount due under this Agreement, Miller shall be entitled to collect her reasonable attorneys' fees and costs incurred in connection with such in collection efforts from RPhLink. The Court shall retain jurisdiction over this matter for this sole purpose. The Parties agree that the payments contemplated herein cannot be discharged in bankruptcy or similar insolvency proceedings. Further, RPhLink affirmatively states that RPhLink does not currently anticipate filing for bankruptcy or any similar insolvency proceeding and has not retained counsel to file for or obtain advice regarding potentially filing for such a proceeding.

4. **ADDITIONAL FEES/EXPENSES INCURRED** – Pursuant to Paragraph 3 of the Agreement and Paragraph 3 above, the Parties agree that the additional settlement payments set forth in Paragraph 2 above shall constitute payment for Miller's additional attorneys' fees and expenses incurred through October 12, 2021 as a result of RPhLink's failure to make payments as provided by the Agreement.
5. **MILLER'S PRESERVATION OF RIGHTS UNDER THE AGREEMENT** – The Parties agree that Miller shall not be deemed to have waived, relinquished, or otherwise forfeited any rights under the Agreement by entering into this Amendment unless explicitly stated herein.
6. **ACKNOWLEDGEMENT** – The Parties explicitly acknowledge, understand, and agree that this Amendment does not otherwise change the terms and conditions of the Agreement except as stated herein. The Parties further agree that this Amendment is a joint product and shall not be construed against either party on the grounds of sole authorship.

***WHEREFORE, the Parties, having fully read and understood the terms of this Amendment and having had the opportunity to consult their attorneys regarding the Agreement, have executed their signatures on the dates***

*indicated below with the intention that they be legally bound by this Agreement.*

**By Plaintiff NICOLE MILLER:**



\_\_\_\_\_  
Signature

10 / 25 / 2021

\_\_\_\_\_  
Date

**On behalf of Defendant RPHLINK, LLC:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**On behalf of Defendant RXLINK, LLC:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**By Defendant JUDE P. JEAN-PIERRE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Jude P. Jean-Pierre

Signature

Date

10/19/21

Jude P. JEAN-PIERRE

Printed Name

**On behalf of Defendant RXLINK, LLC:**

Jude P. Jean-Pierre

Signature

Date

Jude P. Jean-Pierre

Printed Name

**By Defendant JUDE P. JEAN-PIERRE:**

Jude P. Jean-Pierre

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10/19/21

Jude P. Jean-Pierre

Signature

Date

10/19/21